

ASSIGNMENT AND ASSUMPTION AGREEMENT

This is a customizable starting template, not a finished legal document. This document type carries significant legal and/or financial consequences and varies substantially by jurisdiction. Having a licensed attorney review it before use is strongly recommended. Replace every [BRACKETED] field with your specifics, delete or adapt any clause that does not fit your deal, and have a licensed attorney in the governing jurisdiction review it before you or anyone else signs. CyberSygn is not a law firm and this template is not legal advice.

This Assignment and Assumption Agreement (this "**Agreement**") is entered into as of [EFFECTIVE DATE] (the "**Effective Date**") by and between:

[ASSIGNOR LEGAL NAME], a [STATE] [ENTITY TYPE, e.g. limited liability company] with its principal place of business at [ASSIGNOR ADDRESS] (the "**Assignor**"); and

[ASSIGNEE LEGAL NAME], a [STATE] [ENTITY TYPE] with its principal place of business at [ASSIGNEE ADDRESS] (the "**Assignee**").

The Assignor and the Assignee are each a "**Party**" and together the "**Parties**."

Recitals. The Assignor is a party to that certain [NAME OF UNDERLYING CONTRACT] dated [UNDERLYING CONTRACT DATE] with [COUNTERPARTY NAME] (the "**Counterparty**"), as amended (the "**Assigned Contract**"). The Assignor wishes to assign to the Assignee all of its rights under the Assigned Contract, and the Assignee wishes to accept that assignment and assume the Assignor's obligations under the Assigned Contract, on the terms below. Unlike a novation, this Agreement transfers the Assignor's rights and obligations to the Assignee but, unless the Counterparty expressly releases the Assignor, the Assignor may remain secondarily liable to the Counterparty. In consideration of the mutual promises below, the Parties agree as follows.

1. Definitions and Interpretation

1.1 Assigned Contract. "**Assigned Contract**" means the contract described in the Recitals, together with all amendments, schedules, exhibits, statements of work, purchase orders, and change orders in effect as of the Effective Date, a copy of which is attached as **Exhibit A**.

1.2 Assigned Rights. "**Assigned Rights**" means all of the Assignor's rights, title, interest, and benefits in and under the Assigned Contract, including rights to payment, performance, warranties, and remedies arising on and after the Effective Date, except for any Excluded Rights.

1.3 Assumed Obligations. "**Assumed Obligations**" means all of the Assignor's duties, liabilities, and obligations under the Assigned Contract arising on and after the Effective Date, except for any Excluded Liabilities.

1.4 Excluded Rights and Excluded Liabilities. "**Excluded Rights**" and "**Excluded Liabilities**" mean the rights and liabilities, if any, identified as excluded in **Exhibit B**, which are retained by the Assignor and not transferred.

1.5 Interpretation. Headings are for convenience only. "Including" means "including without limitation." Capitalized terms not defined here have the meanings given in the Assigned Contract.

2. Assignment of Rights

2.1 Assignment. Effective as of the Effective Date, the Assignor assigns, transfers, and conveys to the Assignee all of the Assigned Rights.

2.2 Acceptance. The Assignee accepts the assignment of the Assigned Rights and, from the Effective Date, is entitled to enforce and receive the benefit of the Assigned Rights as if it were the original party to the Assigned Contract.

2.3 Retained rights. The Assignor retains the Excluded Rights and any rights that accrued before the Effective Date, unless **Exhibit B** states otherwise.

3. Assumption of Obligations

3.1 Assumption. Effective as of the Effective Date, the Assignee assumes and agrees to perform, pay, and discharge the Assumed Obligations as and when due.

3.2 No assumption of excluded items. The Assignee does not assume, and is not responsible for, the Excluded Liabilities or any obligation arising from the Assignor's acts or omissions before the Effective Date, unless expressly stated in **Exhibit B**.

3.3 Indemnity for assumed and retained matters. The Assignee will indemnify the Assignor against losses arising from the Assignee's failure to perform the Assumed Obligations on or after the Effective Date. The Assignor will indemnify the Assignee against losses arising from the Excluded Liabilities and from the Assignor's performance under the Assigned Contract before the Effective Date.

4. Consent of the Counterparty

4.1 Consent requirement. If the Assigned Contract requires the Counterparty's consent to assignment, this Agreement is conditional on, and the assignment takes effect only upon, receipt of that consent in the form attached as **Exhibit C** or otherwise reasonably acceptable to the Parties.

4.2 Cooperation. The Parties will cooperate in good faith and use reasonable efforts to obtain any required consent, approval, or acknowledgment from the Counterparty and any third party (such as a lender, surety, or licensor).

4.3 Effect of release. If the Counterparty releases the Assignor in writing, the Assignor's secondary liability under the Assigned Contract ends as of the date of that release. Absent such a release, the Assignor may remain secondarily liable to the Counterparty, and the indemnities in Section 3.3 apply.

5. Representations and Warranties

5.1 Mutual representations. Each Party represents and warrants that: (a) it is duly organized and validly existing; (b) it has full power and authority to enter into and perform this Agreement; (c) this Agreement is duly authorized, executed, and binding on it; and (d) entering into this Agreement does not violate any law or agreement to which it is bound.

5.2 By the Assignor. The Assignor represents and warrants that: (a) it is the sole owner of the Assigned Rights free of liens except as disclosed in **Exhibit B**; (b) it has not previously assigned or encumbered the Assigned Rights; (c) the Assigned Contract is in full force and effect; and (d) to its knowledge, no material default exists under the Assigned Contract as of the Effective Date except as disclosed.

5.3 By the Assignee. The Assignee represents and warrants that it has reviewed the Assigned Contract, understands the Assumed Obligations, and is capable of performing them.

6. Covenants

6.1 Further assurances. Each Party will promptly execute and deliver such further documents and take such further actions as the other reasonably requests to give full effect to this Agreement, including notices to the Counterparty.

6.2 No modification of the Assigned Contract. Neither Party will amend, waive, or terminate the Assigned Contract in a way that adversely affects the other Party without that Party's prior written consent, except as permitted by the Assigned Contract.

6.3 Pass-through of communications. Until any required consent is obtained, the Assignor will promptly forward to the Assignee all notices and payments it receives relating to the Assigned Rights and will act at the Assignee's reasonable direction in respect of the Assigned Contract.

7. Confidentiality

7.1 Obligation. Each Party will keep confidential the terms of this Agreement and any non-public information of the other Party or the Counterparty learned in connection with it, using at least reasonable care.

7.2 Permitted disclosure. A Party may disclose such information to the extent required by law or court order, or to its advisors, lenders, and insurers bound by confidentiality obligations at least as protective as these.

8. Limitation of Liability

8.1 Exclusion of indirect damages. Except for indemnification obligations and breaches of confidentiality, neither Party is liable to the other for indirect, incidental, special, consequential, or punitive damages, or for lost profits, even if advised of the possibility.

8.2 Survival of underlying remedies. This Section limits liability between the Parties only and does not limit either Party's rights or remedies under the Assigned Contract against the Counterparty.

9. General Provisions

9.1 Governing law and venue. This Agreement is governed by the laws of the State of [STATE], without regard to its conflict-of-laws rules. The Parties submit to the exclusive jurisdiction of the state and federal courts located in [COUNTY, STATE].

9.2 Entire agreement; amendment. This Agreement, with its Exhibits, is the entire agreement between the Parties on its subject and supersedes prior discussions. It may be amended only by a writing signed by both Parties.

9.3 Assignment of this Agreement. Neither Party may assign this Agreement without the other's prior written consent, except to a successor in a merger or sale of substantially all assets, on written notice.

9.4 Severability and waiver. If any provision is unenforceable, the rest remains in effect. A Party's failure to enforce a provision is not a waiver.

9.5 Notices. Notices must be in writing and sent to the addresses above (or as updated in writing) and are effective on receipt.

9.6 Counterparts and electronic signature. This Agreement may be signed in counterparts and by electronic signature, each of which is an original and all of which together form one agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

ASSIGNOR**ASSIGNEE**

Signature: _____

Signature: _____

Printed name: **[NAME]**Printed name: **[NAME]**Title: **[TITLE]**Title: **[TITLE]**

Date: _____

Date: _____

Consent of Counterparty (if required). The undersigned Counterparty consents to the foregoing Assignment and Assumption Agreement and **[CHOOSE: releases / does not release]** the Assignor from its obligations under the Assigned Contract.

COUNTERPARTY

Signature: _____

Printed name: **[NAME]**Title: **[TITLE]**

Date: _____

Template provided by CyberSygn. Not legal advice. CyberSygn is not a law firm. Consult a licensed attorney in your jurisdiction before relying on this document.